

Rec'd PCT/PTO

01 JUL 2005

Attorney Docket No.: 1362-1-020PCTUS

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Okezie I. Aruoma
SERIAL NO.: 10/509,209 EXAMINER: UNASSIGNED
FILED: September 24, 2004 ART UNIT: UNASSIGNED
FOR: NEUROPROTECTANT METHODS, COMPOSITIONS AND SCREENING
METHODS THEREOF

CERTIFICATE OF MAILING UNDER C.F.R. 1.8

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to the COMMISSIONER FOR PATENTS, P.O. BOX 1450, ALEXANDRIA, VA 22313-1450 on June 29, 2005.

Loretta Kavanagh
(Name of Depositor)

Loretta Kavanagh 6/29/05
Signature and Date

PETITION UNDER 35 U.S.C. § 118 and 37 C.F.R. §§ 1.47(b)

COMMISSIONER FOR PATENTS
P.O. BOX 1450
ALEXANDRIA, VA 22313-1450

Dear Sir:

Applicant, by the assignee Oxis International, Inc., hereby petitions under 35 U.S.C. § 118 and 37 C.F.R. §§ 1.47(b) and 1.64 for favorable completion of the requirements for filing the above-identified application under 35 U.S.C. § 115 and 37 C.F.R. §§ 1.63.

07/08/2005 KKAYPAGH 00000097 10509209

01 FC:1464

130.00 DP

FACTS

The above-identified application was filed as a National Phase Application in the United States based upon PCT/US2003/009840, which claims priority to U.S. Provisional Application No. 60/367,845, filed on March 28, 2002.

At the time the invention disclosed and claimed in the above-identified application was made, and at the time of preparing the above-identified provisional application, Okezie Aruoma was engaged in research activity that led to the development of the invention disclosed and claimed herein under a consultancy agreement, pursuant to which, the Applicant acknowledged that any inventions resulting from his contracts under the agreement would be the property of Oxis. Applicant's obligation and Oxis' corresponding ownership rights are expressed in an agreement dated June 19, 2000, and a further such agreement dated May 26, 2002, attached hereto as Exhibits A and B, respectively.

Applicants's attorneys received a Notice to File Missing Requirements dated March 29, 2005 (attached Exhibit C). On April 4, 2005, Dr. Aruoma was supplied with a copy of the Declaration for the above-identified Application in order to complete the filing requirements (attached Exhibit D). Oxis received notice from Dr. Aruoma indicating receipt of the Declaration and attendant correspondence, however, Dr. Aruoma did not forward and has not yet forwarded the signed Declaration.

The last known work address of Okezie Aruoma is Food Research Centre, Dept. of Applied Science, London South Bank University, 103 Borough Road, London SE1 OAA, United Kingdom. This is the address to which the Declaration and Power of Attorney was forwarded, receipt of which was acknowledged by Dr. Aruoma to Ms. Sarah Hathaway at Oxis.

PETITION

In view of the foregoing facts, Oxis International, Inc., as assignee of the present application, requests that the application be regarded as complete under 35 U.S.C. § 115 and 37 C.F.R. §§ 1.63 and 1.64 pursuant to 35 U.S.C. § 118 and 37 C.F.R. §§ 1.47(b). Granting this Petition is necessary to preserve the parties rights and to prevent irreparable damage to the assignee. Abandonment of this application will eliminate the application disclosing and claiming inventive subject matter. Thus, pendency of the present application is necessary to provide the assignee with their full rights to this invention.

This Petition is accompanied by a check for \$130.00 for the required fee under 35 U.S.C. § 1.17(h). Applicant's representatives hereby authorize that any charges in addition to the above authorized, which relate to the filing and processing of the present Application in accordance with 37 C.F.R. 1.16 and 1.17 may be charged to Deposit Account No. 11-1153.

PRAAYER FOR RELIEF

Oxis International, Inc., as assignee of the present application, pray for grant of this Petition. This action is necessary to preserve the rights of the parties and to prevent irreparable damage. Early and favorable action on this Petition is earnestly solicited.

Respectfully submitted,

KLAUBER & JACKSON

By: Veronica Mallon
Veronica Mallon, Ph.D.
Agent for Applicant(s)
Registration No.: 52,491

KLAUBER & JACKSON
411 Hackensack Avenue
Hackensack, NJ 07601
Tel: (201) 487-5800

EXHIBIT A

CONSULTANCY AGREEMENT

Dr. Okezie I. Aruoma
35 Farrow Lane
London SE14 5DB
UK

This is to confirm our discussions and activities that have occurred relative to your role as a "Consultant in the area of Oxidative Stress and Antioxidants" on behalf of Oxis Health Products Inc., a subsidiary of Oxis International Inc.

To review and confirm, you have been engaged by Oxis International Inc. as per an agreement entered into on the 16th day of February 2000, (attached as Exhibit A), as a contractor to assess the biopotency of ergothioneine supplements, and pursuant to which a report was provided during November 2000. The report in question identified several areas of investigation that you had conducted with respect to the activities of ergothioneine, among them seven such particular areas for further study. A copy of the report that includes these proposed areas of study is attached as Exhibit B.

Also during this period, you entered into a Consultancy Agreement with Oxis Health Products Inc. (OHP) wherein you agreed, among other things, to commence and oversee certain studies with respect to ergothioneine and to provide other such related consultative services with respect thereto. This agreement, entered into as of June 19, 2000, specified among other things, that OHP would own the data or other scientific output of your services performed during that period. A copy of the Consultancy Agreement is attached as Exhibit C.

We both agree your activities have continued forward from December 2000 to the present, during which time you have developed particular studies related to the areas of investigation outlined in the attached report, which areas of investigation are specifically captured in the following list of research activities and topics, set forth in Exhibit D. These activities have continued as a result of an ongoing verbal commitment and agreement between the parties, which agreement is now best recited in writing, and it is toward the achievement of this objective that this agreement is directed.

Accordingly, it is our understanding that you and Oxis agree as follows:

1. Your consultancy and contractual commitments with Oxis International and OHP have been in effect and are affirmed to be effective as of January 1, 2001, and extending to the effective date of the Agreement For Research Project that will be entered into by Oxis, yourself and Imperial College of Science and Technology.

Should any project or activity terminate during any stage and prior to its completion, OHP shall have ownership to all information developed provided that OHP shall have paid all of the required payments to Dr. Okezie at the time of such termination as per this agreement.

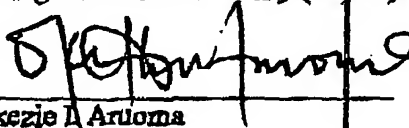
It is understood that all rights to ownership of and commercialization thereof, including the further development, manufacture, marketing and sale of any product (s) derived from shall accrue exclusively to and belong to OHP.

Dr. Aruoma shall not be deemed to be an employee or agent of OHP and shall not enter into any agreements or incur any obligations on behalf of OHP or commit OHP in any manner without the prior written consent of OHP.

These terms may be reviewed and renegotiated at five (5) months from the effective date of this Agreement. Either party may terminate this Agreement with a sixty (60) day written notice.

19 June 2000
date

6/19/00
date


Dr. Okezie A. Aruoma
35 Farrow Lane
London
SE14 5DB
UK

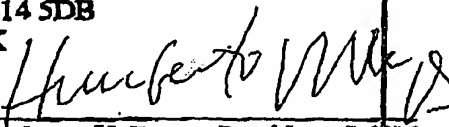

Humberto V. Reyes, President & CEO
OXIS Health Products, Inc.
6040 N Cutter Circle, Suite 317
Portland
OR 97217-3935
USA

EXHIBIT B

CONSULTANCY AGREEMENT

Dr. Okezie I. Aruoma
35 Farrow Lane
London
SE14 5DB
UK

Pursuant to our discussions regarding your role as "Consultant in the area of Oxidative Stress and Antioxidants" for the OxisResearch Business of OXIS Health Products, Inc. (OHP), it is agreed that:

You will perform the following functions as a consultant; *of*

- Represent OHP at meetings in which we generally do not attend (i.e., International),
- Give seminars on our behalf- these seminars do not have to be related specifically to OXIS products but rather the state of Oxidative stress and disease in general,
- Will facilitate partnering with institutions and industry for studies and business alliances
- Will be responsible for facilitating and managing the on-going IL-Ergo studies,
- It is also established that you will be available to OHP intermittently and as needed, throughout each month, whether in person, by telephone or electronic means to consult in the areas of Oxidative Stress, Antioxidants and related areas.

OHP will share or contribute to your expenses associated with representing OHP at different activities, said expenditures shall be pre-approved by OHP. OHP will pay you \$US 2,500.00 per month for a period of six (6) months to be evaluated on month five (5) for possible extension. Payments will be wire transfer every month effective June 1, 2000.

Account name: Dr Okezie I Aruoma
Account Number: 02141973
Bank: National Westminster Bank PLC
Piccadilly Circus Branch
London
Sort Code: 56-00-29

It is agreed that Oxis Health Products, Inc. (OHP) shall own all of the data and technology generated and developed in connection with this agreement, regardless of the development stage reached before any project is terminated. It is agreed that Dr. Aruoma shall not be authorized to publish any information generated from his consultancy without the prior approval of OHP. In any event any publication or use of information by OHP shall provide proper credit to Dr. Aruoma. OHP shall have the exclusive rights and ownership to all applications arising from any project or activity that Dr. Aruoma participates on behalf of OHP.

2. Oxis hereby confirms that your activities during the period of this agreement are and have been subject to compensation, and that such compensation is Thirty thousand dollars (US) such amount is inclusive of expenses that you have incurred in the performance of your scientific activities and investigations. This amount will be paid upon the completion of all tasks and commitments agreed upon in this agreement and will be paid in cash. You acknowledge that you will be responsible for the payment of all federal, state and local taxes (both U.S. and U.K.) as are applicable. Further, you have acknowledged that you have sufficient cash to meet these tax obligations.
3. You hereby acknowledge and agree that Oxis has provided materials and, particularly, its formulations of ergothioneine, for your use in the performance of your investigations and research activities. Also, you acknowledge and agree that the results of your research activities and investigations are the property of and are owned by Oxis. Such results shall include any new developments or discoveries that have been or may be identified as a result of such activities, and you therefore agree to take such steps as are necessary to place full and exclusive title, including obtaining full assignments from any other inventors and any institutions that may have rights named on any resulting intellectual property and patents, to such discoveries, results, and any intellectual property that may develop therefrom, in Oxis, as is set forth in the terms of the consultancy agreement appended hereto and continued.
4. In the instance where the exclusive ownership of the results as set forth in paragraph 3 above is called into question, you agree to take such steps, including legal proceedings, as may be necessary to vest such exclusive title in Oxis, and that you will bear any fees or costs that may arise during the course of such legal actions so taken.
5. The understanding between the parties shall continue until terminated by either you or Oxis. Such termination may be effected upon sixty (60) days' written notice. Even though the agreement is terminated, the commitments of the parties herein to fully perform their obligations shall survive such effective date of termination (in particular, but not in limitation thereof, your obligations to make sure that OXIS is in full ownership of the property referred to above in paragraphs 3 and 4).
6. This understanding between the parties does not create either an agency or a partnership or other form of business affiliation, and both parties agree that they remain independent contractors throughout its term. This agreement merges all prior discussions between you and Oxis, and this agreement includes the entirety of our understanding. No changes to the relationship may be made unless made in writing and signed by both parties.

This agreement shall be governed by and construed under the laws of Oregon, United States of America, without regard to its conflicts of laws principles.

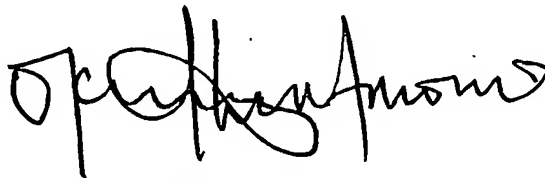
In any legal proceeding (whether it is a lawsuit, arbitration, bankruptcy proceeding or otherwise) brought by a party with respect to this agreement, the party in such proceeding prevailing therein shall be entitled to reasonable attorneys fees as determined by the court or other arbiter hearing the matter, the same to be paid by the party therein not prevailing. Both parties agree that the

most convenient forum for any matter in this proceeding will be the appropriate federal or state court situated in Portland Oregon. The parties waive a defense that such forum is inconvenient to that party.

The effective date of this agreement shall be January 1, 2001 and will continue till superseded by written document signed and agreed by both parties.

26 May 2002


Date



Dr. Okezie I. Aruoma
35 Farrow Lane
London
SE14 5DB
UK

May 29, 2002

Date



Ray R. Rogers
Chairman & CEO
Oxis International, Inc.
6040 N. Cutter Circle, Suite 317
Portland, Oregon 97217-3935
USA

EXHIBIT C

Rec'd PCT/TO

21 JUL 2005



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office
 Address: COMMISSIONER FOR PATENTS
 P.O. Box 1450
 Alexandria, Virginia 22313-1450
 www.uspto.gov

U.S. APPLICATION NUMBER NO.	FIRST NAMED APPLICANT	ATTY. DOCKET NO.
10/509,209	Okezie I ARUOMA	1362-1-020PCTUS

INTERNATIONAL APPLICATION NO.

PCT/US03/09840

I.A. FILING DATE	PRIORITY DATE
03/28/2003	03/28/2002

Klauber & Jackson
 411 Hackensack Avenue, 4th Fl.
 Hackensack, NJ 07601

RECEIVED

CONFIRMATION NO. 7417

371 FORMALITIES LETTER



OC000000015567564

Date Mailed: 03/29/2005

NOTIFICATION OF MISSING REQUIREMENTS UNDER 35 U.S.C. 371 IN THE UNITED STATES DESIGNATED/ELECTED OFFICE (DO/EO/US)

The following items have been submitted by the applicant or the IB to the United States Patent and Trademark Office as a Designated / Elected Office (37 CFR 1.495).

- Indication of Small Entity Status
- Copy of the International Application filed on 09/24/2004
- Copy of the International Search Report filed on 09/24/2004
- Request for Immediate Examination filed on 09/24/2004
- U.S. Basic National Fees filed on 09/24/2004
- Priority Documents filed on 09/24/2004

The following items **MUST** be furnished within the period set forth below in order to complete the requirements for acceptance under 35 U.S.C. 371:

- Oath or declaration of the inventors, in compliance with 37 CFR 1.497(a) and (b), identifying the application by the International application number and international filing date.
- \$65 Surcharge for providing the oath or declaration later than 30 months from the priority date (37 CFR 1.492(e)) is required.

SUMMARY OF FEES DUE:

Total additional fees required for this application is \$65 for a Small Entity:

- \$65 Late oath or declaration Surcharge.

ALL OF THE ITEMS SET FORTH ABOVE MUST BE SUBMITTED WITHIN TWO (2) MONTHS FROM THE DATE OF THIS NOTICE OR BY 32 MONTHS FROM THE PRIORITY DATE FOR THE APPLICATION, WHICHEVER IS LATER. FAILURE TO PROPERLY RESPOND WILL RESULT IN ABANDONMENT.

DOCKETED

①

The time period set above may be extended by filing a petition and fee for extension of time under the provisions of 37 CFR 1.136(a).

Applicant is reminded that any communications to the United States Patent and Trademark Office must be mailed to the address given in the heading and include the U.S. application no. shown above (37 CFR 1.5)

*A copy of this notice **MUST** be returned with the response.*

FRANCINE YOUNG

Telephone: (703) 308-9140 EXT 215

PART 1 - ATTORNEY/APPLICANT COPY

U.S. APPLICATION NUMBER NO.	INTERNATIONAL APPLICATION NO.	ATTY. DOCKET NO.
10/509,209	PCT/US03/09840	1362-1-020PCTUS

FORM PCT/DO/EO/905 (371 Formalities Notice)

EXHIBIT D



April 4, 2005

VIA: Federal Express

Okezie I Aruoma
Food Research Centre
Department of Applied Science
London South Bank University
103 Borough Road
London SE1 OAA, United Kingdom

RE: Patent - NEUROPROTECTANT METHODS, COMPOSITIONS, AND
SCREENING METHODS THEREOF PCT/USO3/09840

Dear Dr. Aruoma:

I hope this letter finds you well. I am contacting you regarding the above named patent and request your signature on the attached Declaration.

Additionally, in case you have not heard about OXIS' recent news, we now have a new President & CEO. Steven T. Guillen recently accepted this position and I have included a copy of the Press Release that announced this change.

Please send the signed Declaration to me at address on this letterhead.

If you have any questions, please contact me at your convenience. My direct line is (503) 247-2345 or by email at shathaway@oxis.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Sarah Hathaway", is written over the printed name.

Sarah Hathaway
Contracts & IP Administrator
OXIS International, Inc.

Enclosure (1)

Corporate Headquarters

6040 N. Cutter Circle, Suite 317 • Portland, OR 97217-3935 • Voice: 503-283-3911 • 800-547-3686 • Facsimile: 503-283-4058

OXIS Instruments

55 Steam Whistle Drive • Myland, PA 18974 • Voice: 215-357-4333 • 800-354-4333 • Facsimile: 215-357-4332

Sarah Hathaway

From: FedEx [donotreply@fedex.com]
Sent: Monday, April 04, 2005 2:13 PM
To: shathaway@oxis.com
Subject: FedEx Shipment Notification

OXIS of OXIS INTERNATIONAL sent OKEZIE ARUOAMA of LONDON SOUTH BANK UNIVERSITY 1 FedEx International Priority package(s).

This shipment is scheduled to be sent on April 04, 2005.

Reference information entered by the sender is Patent Declaration Signa.

The tracking number is 673362349291.

To track the status of this shipment online, use the following:
[http://www.fedex.com/cgi-bin/tracking?tracknumbers=673362349291
&action=track&language=english&cntry_code=us](http://www.fedex.com/cgi-bin/tracking?tracknumbers=673362349291&action=track&language=english&cntry_code=us)

Disclaimer

FedEx has not validated the authenticity of any email address.